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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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Frank J. Aquilino

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PANITCH SCHWARZE BELISARIO & NADEL LLP
ONE COMMERCE SQUARE
2005 MARKET STREET, SUITE 2200
PHILADELPHIA, PA 19103

EXAMINER

ARAQUE JR, GERARDO

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/690,461	Applicant(s) AQUILINO ET AL.	
	Examiner Gerardo Araque Jr.	Art Unit 3689	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 10/21/03.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-28 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-28 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date <u>1/6/05</u> . | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Specification

1. The specification has not been checked to the extent necessary to determine the presence of all possible minor errors. Applicant's cooperation is requested in correcting any errors of which applicant may become aware in the specification.

Claim Rejections - 35 USC § 101

2. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

3. **Claims 1 – 27** are rejected under 35 U.S.C. 101 because based on Supreme Court precedent, and recent Federal Circuit decisions, the Office's guidance to examiner is that a § 101 process must (1) be tied to another statutory class (such as a particular apparatus) or (2) transform underlying subject matter (such as an article or materials) to a different state or thing. *Diamond v. Diehr*, 450 U.S. 175, 184 (1981); *Parker v. Flook*, 437 U.S. 584, 588 n.9 (1978); *Gottschalk v. Benson*, 409 U.S. 63, 70 (1972); *Cochrane v. Deener*, 94 U.S. 780, 787-88 (1876).

An example of a method claim that would not qualify as a statutory process would be a claim that recited purely mental steps. Thus, to qualify as a § 101 statutory process, the claim should recite the other statutory class (the thing or product) to which it is tied, for example by identifying the apparatus that accomplishes the method steps, or positively recite the subject matter that is being transformed, for example by identifying the material that is being changed to a different state.

Here, applicant's method steps, fail the first prong of the new Federal Circuit decision since they are not tied to another statutory class and can be performed without the use of a particular apparatus. Thus, **claims 1 – 27** are non-statutory since they may be performed within the human mind.

4. **Claim 28** are rejected under 35 U.S.C. 101 because the applicant is claiming a system with no structural components. As best understood by the Examiner from the applicant's specification, the limitations set forth in the claims are directed to software and software, per se, is not statutory. Moreover, the Examiner notes that the applicant is claiming the system by what it does and not by the structure to perform the claimed invention.

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. **Claims 1 and 5 – 29** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Shvili (US PGPub 2002/0155885 A1)** in view **Karathanasis et al. (US PGPub 2002/0133362 A1)**.

7. In regards to **claims 1 and 15**, **Shvili** discloses a computer-implemented method of electronically placing wagers between a plurality of users comprising:

a) a service provider hosting a database of wager offers, the service provider providing an electronic posting area for posting wager offers (**Page 2 ¶ 15, 16; wherein**

a listing of categories are presented to a user regarding potential wagers that the user may be interested in);

b) a plurality of wager creators different than the service provider electronically communicating individual wager offers to the service provider's database of wager offers for storage therein **(Page 2 ¶ 17 wherein a user can create a “customized” pool)**, the wager offers including:

- (i) a wager condition **(Page 2 ¶ 15, 17; Page 4 ¶ 28, 29, 30)**,
- (ii) a wager payoff offer **(Page 2 ¶ 15, 17; Page 4 ¶ 28, 29, 30)**, and
- (iii) a wager payoff request **(Page 2 ¶ 15, 17; Page 4 ¶ 28, 29, 30)**;

c) placing the individual wager offers in the posting area **(Page 4 ¶ 29; wherein a user posts their wager offer once the user finds a wager they are interested in);** and

d) allowing a plurality of wager acceptors to electronically communicate with the posting area to view and directly accept individually posted wager offers without incurring an individual wager service charge **(Page 1 ¶ 5, 6; wherein the different types of pools can be 1 to 1 or a pool and wherein depending on the service provider no charge is created for the users)**;

Shvili discloses a user joining a pool or joining a 1 to 1 wager in an online wagering system. Additionally, the user can participate in discussion groups organized in connection with specific events which are the subject of the bets or pools available through the system **(Page 1 ¶ 6)**. Moreover, **Shvili** also discloses that the user in filling out the form regarding the event of interest, the user also confirms that he/she will be

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bound by the determination of the service regarding the outcome of the bet (i.e., who is the winner) if there is a dispute (**Page 3 ¶ 26**). Thus, if two users disagree regarding the outcome of a given bet, the preferred service has the authority to make the determination regarding who is the winner (**Page 4 ¶ 30**).

However, **Shvili** fails to explicitly disclose:

e) resolving a dispute over an individual wager offer between an individual wager creator and an individual wager acceptor by requesting that users other than the individual wager creator and the individual wager acceptor electronically cast a vote in the posting area to decide the outcome of the individual wager offer; and

f) allowing an individual wager creator to electronically cast a vote in the posting area about a particular wager offer created by the individual wager creator, the vote including one of "win," "loss" or "no winner" ().

Karathanasis, however, discloses a computerized dispute resolution system wherein multiple users can join a forum to arrive at a decision (**Page 1 ¶ 5; Page 1 - 2 ¶ 18; wherein a plurality of users may adjudicate the dispute based upon the plaintiff data, the defendant data, the first proposed rule and the one of the second proposed rule and the proposed modifications to the first rule**). As a result, it can be appreciated that it would have not been uniquely challenging or difficult for one of ordinary skill in the art that the dispute resolution as taught by **Karathanasis** to be applied to the dispute resolution of **Shvili** since **Shvili** already discloses that members of the system can join in a discussion group to discuss about a specific event. Since each individual element and its function are shown in the prior art, albeit show in

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separate references, the differences between the claimed subject matter and the prior art rests not only on any individual element or function but in the very combination itself—that is in the substitution of a dispute resolution decided by multiple users of **Karathanasis** for the dispute resolution decided by a single user of **Shvili**.

Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention to modify **Shvili** in view of the teachings of **Karathanasis** to that the simple substitution of one known element for another producing a predictable result renders the claim obvious. Additionally, since **Shvili** already discloses that the ground work for a group discussion among others users for an event has already been established it would have further been obvious to include those individuals into a dispute resolution as taught by **Karathanasis** in order to provide an alternate means of arbitration in order to provide a larger feedback to arrive at a decision.

8. In regards to **claim 5**, **Shvili** discloses further comprising: f) allowing a user to login if the user has a user account (**Page 2 ¶ 15; wherein a user logs into the system**).

9. In regards to **claim 6**, **Shvili** discloses further comprising: g) allowing the user, after logging in, to create a new wager or accept an existing wager offer (**Page 2 ¶ 15, 17; wherein a user creates a “customized” pool [new wager] or joins an existing pool [accept an existing wager offer]**).

10. In regards to **claim 7**, **Shvili** discloses further comprising: g) bringing the user to a screen displaying a history of the user's wager offers, including a status of any pending wager offers, immediately after the user logs in (**Page 4 ¶ 33; Page 5 ¶ 40;**

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wherein the system provides a user with an account regarding the status of pending wagers after the user logs in and wherein the information is only provided after the user is logged into the system; Regarding the fact that it is immediately after the user logs in, the Examiner asserts that the timing of when this information is provided to the user is irrelevant to the outcome of the method. In other words, whether the information is provided after the user clicks on the sign in button or would require the user to click several links to get to their account the information is provided after the log in feature and whether it should be provided at a specific time is a matter of design choice determined by the web designer.).

11. In regards to **claim 8**, **Shvili** discloses wherein an individual wager acceptor is prompted to confirm and accept terms of a particular wager offer when individual wager acceptor requests to accept the particular wager offer **(Page 3 ¶ 26; wherein a user confirms that he/she will be bound by the determination of the service regarding the outcome of the bet (i.e. who is the winner) if there is a dispute).**

12. In regards to **claims 9 and 11**, **Shvili** discloses wherein if the individual wager acceptor is not logged in, the individual wager acceptor will be prompted to create a new user account or to log in using an existing user account **(Page 2 ¶ 15 wherein a user must log into the system in order to use the services provided by the system and wherein it would have been obvious to prompt the user to create an account in order to use the services).**

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13. In regards to **claim 10**, **Shvili** discloses wherein, when an individual wager creator desires to create a new wager offer, the individual wager creator is prompted to enter terms of the new wager offer (**Page 2 ¶ 17; wherein a user can create a "customized" pool including the wager parameters, i.e. terms of the wager**).

14. In regards to **claim 12**, **Shvili** discloses further comprising: f) displaying public profile information about each user that each individual user entered when setting up or editing a respective individual user account (**Page 2 ¶ 18; wherein the names (or user ID's or "handles") of the people currently participating in the pool can be displayed**).

15. In regards to **claim 13**, **Shvili** discloses further comprising: f) allowing an individual wager acceptor to confirm or abort the acceptance of a wager offer in step d) (**Page 2 ¶ 15 – 17 wherein a user searches for wagers of interest and then decides to accept or not accept a wager**).

16. In regards to **claim 14**, **Shvili** discloses further comprising: f) displaying public profile information of a particular user upon request, and displaying that particular user's wagering statistics including wins, losses, and disputed wager offers (**Page 2 ¶ 18; Page 4 ¶ 30, 33, 34; Page 5 ¶ 36, 40; wherein the names (or user ID's or "handles") of the people currently participating in the pool can be displayed and the system tracks and provides a user's "social life" information so that other users can interact with the particular user and wherein the account information of the user includes the user's statistics, i.e. wins, losses, and disputes**).

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17. In regards to **claim 16**, **Shvili** discloses further comprising: f) allowing an individual wager creator to remove a particular wager offer created by the individual wager creator thereby stopping additional individual wager acceptors from accepting the particular wager offer (**Page 2 ¶ 17; wherein the user can determine the amount of bets to be placed in a wager offer thereby stopping additional wager acceptors from accepting the particular wager offer**).

18. In regards to **claim 17**, **Shvili** discloses wherein each user has a unique identification from each other user (**Page 2 ¶ 15, 18; wherein each user has to log into the service over the Internet as known in the art, which would obviously require a user ID and password, and wherein each user has an ID or “handle”**).

19. In regards to **claim 18**, **Shvili** discloses further comprising: f) a database of user accounts including a unique identification record for each registered user that is utilized by other records and databases to identify each particular user (**Page 2 ¶ 15, 18; Page 4 ¶ 33; wherein each user has to log into the service over the Internet as known in the art, which would obviously require a user ID and password, and wherein each user has an ID or “handle” and wherein the system also opens and electronic on-line account for the user**).

20. In regards to **claim 19**, **Shvili** discloses wherein the database of wager offers includes:

i) a wager log table for all wager offers, the wager log table having a record of each wager being authored by a unique wager creator including terms of the wager

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offer (**Page 2 ¶ 16, 17; wherein the system stores all available pools and allows a user to search through the various stored categories and pools**); and

ii) a wager transaction table containing records of specific acceptance transactions related to the wager offers in the wager log table (**Page 2 ¶ 16, 17; Page 4 ¶ 33; wherein the system stores all accepted wagers from the various users who were interested in placing a wager offer from the provided pools**).

21. In regards to **claim 20**, **Shvili** discloses wherein the database of wager offers includes:

a category table for all wager offers, the category table having a record of a category type of each individual wager offer thereby allowing searching based upon the category type (**Page 2 ¶ 16**).

22. In regards to **claim 21**, **Shvili** discloses further comprising: f) a transaction table that includes records of all transactions for each user (**Page 4 ¶ 33**).

23. In regards to **claim 22**, **Shvili** discloses wherein the wager payoff offer includes one of money, products, services and points (**Page 4 ¶ 29 33, 34; Page 5 ¶ 36; wherein the wager includes money, products, services, and points**).

24. In regards to **claim 23**, **Shvili** discloses wherein the wager payoff request includes one of money, products, services and points (**Page 4 ¶ 29 33, 34; Page 5 ¶ 36; wherein the wager includes money, products, services, and points**).

25. In regards to **claim 24**, **Shvili** discloses wherein the wager payoff offer is different than the wager payoff request (**obviously included**).

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26. In regards to **claim 25**, **Shvili** discloses wherein the wager condition is based on a determinative outcome of at least one of a sporting event, a public election, a public event, an entertainment award, the weather at a predetermined time and location, a financial indicator value at a particular time and day, and a specific user defined event **(Page 2 ¶ 16; wherein the wager condition is based on a determinative outcome of various events)**.

27. In regards to **claim 27**, **Shvili** discloses a computer-implemented method of electronically placing wagers between a plurality of users comprising:

a) a service provider hosting a database of wager offers, the service provider providing an electronic posting area for posting wager offers **(Page 2 ¶ 15, 16; wherein a listing of categories are presented to a user regarding potential wagers that the user may be interested in)**;

b) a plurality of wager creators different than the service provider electronically communicating individual wager offers to the service provider's database of wager offers for storage therein **(Page 2 ¶ 17 wherein a user can create a “customized” pool)**, the wager offers including:

(i) a wager condition having a determinative outcome **(Page 2 ¶ 15, 17; Page 4 ¶ 28, 29, 30)**,

(ii) a wager payoff offer **(Page 2 ¶ 15, 17; Page 4 ¶ 28, 29, 30)**,

(iii) a wager payoff request **(Page 2 ¶ 15, 17; Page 4 ¶ 28, 29, 30)**,

(iv) a start date **(obviously included)**, and

(v) a close date **(obviously included)**;

c) placing the individual wager offers in the posting area (**Page 4 ¶ 29; wherein a user posts their wager offer once the user finds a wager they are interested in**);

d) allowing a plurality of wager acceptors to electronically communicate with the posting area to view and directly accept individually posted wager offers, between the start date and the close date of the respective individually posted wager offers, without incurring an individual wager offer service charge (**Page 1 ¶ 5, 6; wherein the different types of pools can be 1 to 1 or a pool and wherein depending on the service provider no charge is created for the users**);

e) determining for a particular wager offer, after the close date and based on the particular determinative outcome of the particular wager offer, whether

(i) the creator of the particular wager offer wins (**obviously included in that a wager must have a winner, a loser, or a tie**),

(ii) the acceptor of the particular wager offer wins (**obviously included in that a wager must have a winner, a loser, or a tie**), or

(iii) neither the creator or the acceptor of the particular wager offer wins (**obviously included in that a wager must have a winner, a loser, or a tie**).

Shvili discloses a user joining a pool or joining a 1 to 1 wager in an online wagering system. Additionally, the user can participate in discussion groups organized in connection with specific events which are the subject of the bets or pools available through the system (**Page 1 ¶ 6**). Moreover, **Shvili** also discloses that the user in filling out the form regarding the event of interest, the user also confirms that he/she will be

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bound by the determination of the service regarding the outcome of the bet (i.e., who is the winner) if there is a dispute (**Page 3 ¶ 26**). Thus, if two users disagree regarding the outcome of a given bet, the preferred service has the authority to make the determination regarding who is the winner (**Page 4 ¶ 30**).

However, **Shvili** fails to explicitly disclose:

- (iv) if there is a dispute between the creator and the acceptor of the particular wager offer; and
- f) resolving the dispute over the particular wager offer between the creator and the acceptor of the particular wager offer, if one exists, by requesting that users other than the creator and the acceptor of the particular wager offer electronically cast a vote in the posting area to decide the outcome of the particular wager offer.

Karathanasis, however, discloses a computerized dispute resolution system wherein multiple users can join a forum to arrive at a decision (**Page 1 ¶ 5; Page 1 - 2 ¶ 18; wherein a plurality of users may adjudicate the dispute based upon the plaintiff data, the defendant data, the first proposed rule and the one of the second proposed rule and the proposed modifications to the first rule**). As a result, it can be appreciated that it would have not been uniquely challenging or difficult for one of ordinary skill in the art that the dispute resolution as taught by **Karathanasis** to be applied to the dispute resolution of **Shvili** since **Shvili** already discloses that members of the system can join in a discussion group to discuss about a specific event. Since each individual element and its function are shown in the prior art, albeit show in separate references, the differences between the claimed subject matter and the prior

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art rests not only on any individual element or function but in the very combination itself- that is in the substitution of a dispute resolution decided by multiple users of **Karathanasis** for the dispute resolution decided by a single user of **Shvili**.

Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention to modify **Shvili** in view of the teachings of **Karathanasis** to that the simple substitution of one known element for another producing a predictable result renders the claim obvious. Additionally, since **Shvili** already discloses that the ground work for a group discussion among others users for an event has already been established it would have further been obvious to include those individuals into a dispute resolution as taught by **Karathanasis** in order to provide an alternate means of arbitration in order to provide a larger feedback to arrive at a decision.

28. In regards to **claim 28**, **Shvili** discloses a networked system for electronically placing wagers between a plurality of users comprising:

a) a website having web pages, the website being configured to be accessed by a plurality of users and to permit users to offer wager offers directly to other users without incurring an individual wager service charge (**Page 1 ¶ 5, 6; Page 2 ¶ 15, 16; wherein a user logs onto the service over the Internet and is provided with a listing of categories are presented to a user regarding potential wagers that the user may be interested in and wherein depending on the service provider no charge is created for the users**);

b) a database of wager offers placed by some of the plurality of users (**Page 2 ¶ 16, 17; wherein the system stores all wagers and information associated with wager offers with their associated users**), the database including:

- (i) records of wager terms (**Page 2 ¶ 17; Page 4 ¶ 33**);
- (ii) records of users placing wager offers (**Page 2 ¶ 17; Page 4 ¶ 33**);
- (iii) records of users accepting wager offers (**Page 2 ¶ 17; Page 4 ¶ 33**); and
- (iv) records of wager outcomes (**Page 2 ¶ 17; Page 4 ¶ 31, 33; Page 5 ¶ 36**); and

Shvili discloses a user joining a pool or joining a 1 to 1 wager in an online wagering system. Additionally, the user can participate in discussion groups organized in connection with specific events which are the subject of the bets or pools available through the system (**Page 1 ¶ 6**). Moreover, **Shvili** also discloses that the user in filling out the form regarding the event of interest, the user also confirms that he/she will be bound by the determination of the service regarding the outcome of the bet (i.e., who is the winner) if there is a dispute (**Page 3 ¶ 26**). Thus, if two users disagree regarding the outcome of a given bet, the preferred service has the authority to make the determination regarding who is the winner (**Page 4 ¶ 30**).

However, **Shvili** fails to explicitly disclose:

c) a dispute resolution web page configured to resolve a dispute over an individual wager offer between an individual wager creator and an individual wager acceptor by requesting that users other than the individual wager creator and the

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individual wager acceptor electronically cast a vote in the posting area to decide the outcome of the individual wager offer.

Karathanasis, however, discloses a computerized dispute resolution system wherein multiple users can join a forum to arrive at a decision (**Page 1 ¶ 5; Page 1 - 2 ¶ 18; wherein a plurality of users may adjudicate the dispute based upon the plaintiff data, the defendant data, the first proposed rule and the one of the second proposed rule and the proposed modifications to the first rule**). As a result, it can be appreciated that it would have not been uniquely challenging or difficult for one of ordinary skill in the art that the dispute resolution as taught by **Karathanasis** to be applied to the dispute resolution of **Shvili** since **Shvili** already discloses that members of the system can join in a discussion group to discuss about a specific event. Since each individual element and its function are shown in the prior art, albeit show in separate references, the differences between the claimed subject matter and the prior art rests not only on any individual element or function but in the very combination itself—that is in the substitution of a dispute resolution decided by multiple users of **Karathanasis** for the dispute resolution decided by a single user of **Shvili**.

Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention to modify **Shvili** in view of the teachings of **Karathanasis** to that the simple substitution of one known element for another producing a predictable result renders the claim obvious. Additionally, since **Shvili** already discloses that the ground work for a group discussion among others users for an event has already been established it would have further been obvious to include those individuals into a

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dispute resolution as taught by **Karathanasis** in order to provide an alternate means of arbitration in order to provide a larger feedback to arrive at a decision.

29. **Claims 2, 3, 4** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Shvili (US PGPub 2002/0155885 A1)** in view **Karathanasis et al. (US PGPub 2002/0133362 A1)** and in further view of **Allen et al. (Fundraising on the Internet)**.

30. In regards to **claims 2 and 3**, **Shvili** fails to explicitly disclose further comprising:

f) allowing a visitor, who is not a user, to request additional information about a wager that is displayed on the posting area regardless of a membership status of the visitor; and

g) allowing the visitor, at any time, to search the database of wager offers in order to find a wager offer in which the visitor is interested in participating.

Allen, however, discloses that it is old and well known to allow prospective members to view a limited amount of information by allowing them to browse material for the first time. Such a method is accomplished by offering a public and free Web site for anyone to browse. Then offering a members only section of the Web site where people who are already members can get "more" and "special" information where it would provide a place to put personal messages. As a result, it would not have been uniquely challenging or difficult for one having ordinary skill in the art to apply the concept of previewing before joining as taught by **Allen** to a gambling system as discussed by **Shvili** since it is already old and well known for casinos to allow individuals to walk by gambling areas in order to draw interest to join in.

Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention to modify **Shvili** in view of the teachings of **Allen** to allow a user to browse a web site in order to draw the user's interest to the contents of the site in order to create more members.

31. In regards to **claim 4**, **Shvili** discloses further comprising: g) allowing a visitor to become a user by creating a user account (**Page 2 ¶ wherein a user logs onto the system over the Internet as known in the art, which would have obviously required to allow a visitor to become a user by creating an account**).

Conclusion

32. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure can be found in the PTO-892 Notice of References Cited.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Gerardo Araque Jr. whose telephone number is (571)272-3747. The examiner can normally be reached on Monday - Friday 8:30AM - 4:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Janice Mooneyham can be reached on (571) 272-6805. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/G. A./
Examiner, Art Unit 3689
9/8/08

/Janice A. Mooneyham/
Supervisory Patent Examiner, Art Unit 3689